II. REMARKS

Claim Rejections – 35 USC § 101

1.   The examiner rejected claims 26-36 under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter. Specifically, the examiner objected to the claimed "token" for the reason that it is a data structure per se without any imparted functionality. Applicant has amended independent claim 26 and the remaining claims depending from claim 26 to overcome this rejection.

Claim Rejections – 35 USC § 103

2.   The examiner rejected claims 1, 3-9, 14-21, 26-33, and 37-38 under 35 U.S.C. 103(a) as being unpatentable over Albazz et al. (US 20020042872, hereinafter, "Albazz") in view of Conant et al. (US 20020129056, hereinafter "Conant") in further view of Conklin et al. (US 6141653, hereinafter, "Conklin").

Independent claims 1, 14, 26 and 37 have been amended to more clearly specify that Applicants' embodiment is an on-line [0027; 0032; 0037], e-commerce transaction processing tool used for consumer transactions [0006] that does not require special software [0042] or complex contract negotiation by the consumer [0006]. Applicants embodiment facilitates B2C (business to consumer) and C2C (consumer to consumer) sales transactions through a computer system that is accessible to both the buyer and seller [Fig 3B]. The transaction details, including the item description, price, quantity, payment method, shipping or delivery date and the like [0014; 0040] are all specified before the transaction is completed and secured [0012; 0037-39;

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Fig 4]. The transaction is secured by the digital signature of both parties and the creation of a read only XML shopping token [0039]. The token cannot be changed or copied by either party without invalidating the token [0036]. The read only XML token serves to document the specific terms of the consumer transaction, to provide for transaction verification and to document warranty coverage by either party at a future date. The token is also readily available to either party as a historical record of the transaction [0035].

Albazz alone, or in combination with Conant and Conklin does not teach or suggest applicants embodiment. Albazz is a business to business contract negotiation and generation system. Albazz anticipates a continuing business relationship between the parties wherein a dynamic list of specific goods or services are ordered or sold over time.[Abstract; 0015; 0018; 0080; 0086]. The negotiated contract of Albazz may be changed by the seller as the seller's catalog or product information changes [0047-49; 0088; 0092]. In other words, Albazz does not create a "read only" file to represent the agreement between the parties, nor does Albazz insure the buyer's agreement to all of the contract terms before the contract is documented.

Conant does not overcome the deficiency of Albazz. Conant is cited by the examiner as a teaching of a read only contract file [Office Action at page 6; Conant at 0032]. Conant is also a document revision and assembly system for businesses [Abstract; 0001; 0006; 0015]. "The types of documents include: contracts; requests for proposal; statements of work; letters of intent; articles; publications; computer programs; and other works that involve multiple parties who author, edit or approve content [0015]." Conant teaches [0032] that a "read only version of the contract should be generated and a watermark can be placed on the read-only file." Conant creates a PDF copy of the final agreement [Fig 18] and not a read only XML token. Conant does

not prevent a subsequent cut and paste from the final document. Instead, Conant facilitates the copying of that document for use in future transactions [0050-0053],

Conklin teaches the use of XML file formats, among others, but it does not teach or suggest the use of a read only XML shopping token to document a consumer purchase transaction. Conklin is an administered "community" of multiple buyers and multiple sellers with common interests [Abstract; Fig 3; Fig 27]. Conklin does not create a read only shopping token that represents an electronic contract between a specific buyer or specific seller. Conklin is a rule driven system of multiple files and databases.
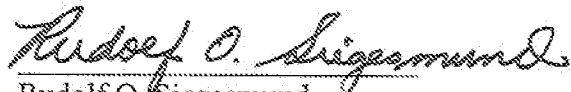
Applicants submit that the amendments to the independent claims 1, 14, 26 and 37 place those claims in a condition for allowance. Claims 4, 7, and 28 are canceled and claims 3; 5; 6; 8; 9; 15-21; 27; 30-33; and 38 – 41 now depend from allowable claims.

3.   The examiner rejected claims 10-12, 22-24, 34-36, and 39-41 under 35 U.S.C. 103(a) as being unpatentable over Albazz in view of Conant in view of Conklin as applied to claims 1, 3-9, 14-21, 26-33, and 37-38, and in further view of Moss et al. (US 20050169014, hereinafter, "Moss"). Applicants submit that the amendments to the independent claims 1, 14, 26 and 37 place those claims in a condition for allowance, and that claims 10-12, 22-24, 34-36, and 39-41 now depend from allowable claims.

Conclusion

Applicants respectfully submit that the presently pending claims are in a condition for allowance.

Respectfully submitted,

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